

**AMENDMENT NO. 1  
TO THE NORTHBANK JUNCTION  
CONDITIONAL ANNEXATION AND ZONING AGREEMENT**

This Amendment No. 1 to the Northbank Junction Conditional Annexation and Zoning Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between **Roger H. Schwisow, Trustee of the Roger H. Schwisow Revocable Trust, and Eldonna Schwisow, Trustee of the Eldonna Schwisow Revocable Trust**, hereinafter collectively referred to as "Schwisow" and **Hartland Homes, Inc.**, a Nebraska corporation, hereinafter referred to as "Hartland" (Hartland and Schwisow are collectively referred to as "Owners") and the **City of Lincoln, Nebraska**, a municipal corporation, hereinafter referred to as "City."

**RECITALS**

A. Owners have previously entered into the Northbank Junction Conditional Annexation and Zoning Agreement ("Original Agreement") with the City regarding the development of approximately 60.68 acres as defined in the Original Agreement.

B. The parties wish to amend the term of the Original Agreement with respect to the preparation and submittal to the City of a traffic study prior to submitting an application for H-4 Highway Commercial District zoning north of Alvo Road in order to allow an application for up to 13.5 acres of H-4 zoning to be submitted and approved before a traffic study will be required.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do agree as follows:

1. That paragraph 3 of the Northbank Junction Conditional Annexation and Zoning Agreement be amended to read as follows:

3. **Traffic Study.** Owners agree no more than 13.5 acres north of Alvo Road may be rezoned to H-4 Highway Commercial District without the completion of ~~to complete~~ a traffic impact study acceptable to the City's Department of Public Works and Utilities at Owners' own cost and expense ~~prior to submitting an application for H-4 Highway Commercial District zoning north of Alvo Road~~ so that a determination may be made about right-of-way widths, turn lanes and signalization of intersections to the reasonable satisfaction of the Department of Public Works and Utilities. The traffic impact study shall reflect Owners' proposed development of the commercial development north and south of Alvo Road and shall specifically include the estimated trip generation and driveway volume for the peak hour.

2. That all other terms, conditions and provisions of the Northbank Junction Conditional Annexation and Zoning Agreement shall remain in effect and unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year first written above.

ATTEST:

**THE CITY OF LINCOLN, NEBRASKA**  
a municipal corporation

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Chris Beutler, Mayor

**HARTLAND HOMES, INC.**  
a Nebraska corporation

By: \_\_\_\_\_

Duane Hartman, President

Witness: \_\_\_\_\_

\_\_\_\_\_  
**Roger H. Schwisow, Trustee of the  
Roger H. Schwisow Revocable Trust**

\_\_\_\_\_  
**Eldonna Schwisow, Trustee of the  
Eldonna Schwisow Revocable Trust**

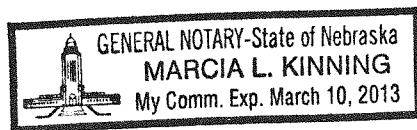
STATE OF NEBRASKA           )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA           )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of January, 2011, by Duane Hartman, President of Hartland Homes, Inc., a Nebraska corporation.




\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

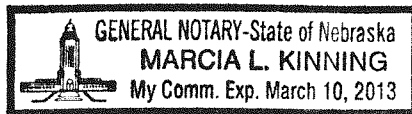
The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of  
January, 2011, by Roger H. Schwisow, Trustee of the Roger H. Schwisow Revocable  
Trust.



  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of  
January, 2011, by Eldonna Schwisow, Trustee of the Eldonna Schwisow Revocable  
Trust.



  
Notary Public